

CONVOY DISPATCH

Voice of the Teamster Rank and File Since 1975

Teamsters for a Democratic Union

Box 10128, Detroit, MI 48210

(313) 842-2600

March 1982
No. 24



Detroit TDU members hit Local 337 with a picket line last month protesting its refusal to arbitrate the dismissals of Randy Ryan and Charlie Lawrence, local union stewards and TDU members. Ryan and Lawrence ran on a Rank & File slate in the last election, opposing the aging dynasty of International VP Bobby Holmes. Grocery chains pressing the members for wage freezes can only be encouraged by a local leadership which won't back up its stewards in order to serve its own narrow political purposes.

Grocery Freeze Hit

With concession fever raging everywhere, profitable Detroit area grocery chains have been pressing their workers hard for givebacks in recent weeks.

Detroit Local 337—headed by International VP and Chairman of the National Warehouse Division Bobby Holmes—has done nothing to stop the move.

But despite the union's inaction, TDU has worked with rank and file to dump two concession deals, proving that by sticking together we can preserve our contracts.

The problems began in mid-February when Kroger, despite \$128 million in 1981 profits, wrung a two-year wage, mileage and COLA freeze from its Detroit division. Kroger threatened a shutdown, and the vote went 286-108 for the freeze.

As part of the Kroger deal, Local 337 agreed to push the sellout at other grocery chains. The next

target was Spartans, Michigan's largest wholesale grocery chain.

TDUers at Bormans, Detroit's biggest chain, heard about the wage freeze proposal aimed at Spartans. They wrote a petition to Spartans' employees, urging unity among grocery Teamsters, and asked them to vote 'no' until the local held a meeting to discuss the contract.

The flyers did the job. On Feb. 23, Spartans' employees voted 152-57 against the wage freeze.

After A&P voted for the freeze, Local 337 moved on Bormans. On March 16 the freeze was voted down by 207-180. TDUer Jerry Bliss, the only Borman steward to reject the freeze, and also Secretary Treasurer of Local 337, said, "Now that we've voted this down, hopefully the union meetings called for in our bylaws will be held so we can negotiate for improved conditions for all grocery Teamsters in the local."

Will the Union Fight?

UPS Proposals On the Table

The UPS Contract Negotiations are in full swing. Several hundred officers of Teamster locals met March 3 in Chicago, and they will meet again the week of March 15th.

TDU has obtained copies of the union's non-monetary proposals on the Master language, as well as the Central States Supplement. They include some important changes that would improve our conditions substantially if included in the new contract. They also contain some very important omissions.

Whether the officials are genuinely willing to fight for these improvements remains to be seen. Published reports following the meeting suggest the union is talking tough.

"The union plans to demand a substantial wage increase, improvements in pensions, and other fringe benefits and a major relief from what it considers stringent work rules," The Wall Street Journal reported on March 4. "If UPS doesn't deliver, the Teamsters are already talking about the possibility of a strike when the current three year pact ends April 30."

Sounds good, doesn't it? But if the past contracts have taught us anything, it is that without rank and file pressure our officials always back down when the contracts are actually negotiated. That means that we have to begin organizing now, and keep the pressure up right through April 30 and after.

TDU analyzed the National Master

and Central States Supplement proposals. The following are what we consider the most important proposed changes. We will use (Master) to indicate we are referring to the Master and (CS) when referring to the Central States proposals.

All Full-time Employees

- Double time shall be paid after 10 hours of work for all workers or after 6 PM for package drivers, whichever comes sooner (CS); No language on double time in the master.
- All full-time employees shall receive a minimum of two 15 minute paid breaks (CS).
- All offenses on a driver's accident record that are over 9 months old shall be forgiven and struck from the record (Master).

Part-timers

- All new full-time jobs to go to part-timers after exhausting the transfer list (Master).

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Who's He Trying to Kid?

"One thing is certain, this contract is definitely not a sellout by labor.... [The new NMFA] is a contract that is potent and promising as far as our people are concerned. There has been no deterioration in the monetary aspects, which are so vital to all concerned."

Roy Williams, in the February 1982 issue of the International Teamster

If you agree with Roy Williams, don't read any further.

But if you think this contract is a blow to our union—not just in freight, but in carhaul, UPS, grocery, tankhaul, warehousing and more—then do something positive today. Join the group that's fighting for real unionism, the group that's fighting to save our union from disaster.

JOIN TDU!

Name _____ Local Union # _____

Address _____

City _____ State/Prov. _____ Zip _____

Phone _____ Company _____

City ☐ Road ☐ Dock ☐ Clerical ☐ Warehouse ☐
Construction ☐ Production ☐ Other _____

- ☐ \$20 membership fee—for one year's membership & subscription to CONVOY DISPATCH.
- ☐ \$25 optional membership fee. (\$5 of this shall be rebated to the local chapter.)
- ☐ \$10 annual dues for spouses, retirees, and Teamsters who gross less than \$10,000 a year.

Return to: TDU, P.O. Box 10128, Detroit, Michigan 48210
(TDU membership is kept confidential from employers and IBT officials.)

LETTERS

Roadway Teamsters: Let's Join Together to Fight for our Rights

To All Roadway Express Teamsters:

As you've read in *Convoy-Dispatch*, as you hear whenever you talk to another Roadway Teamster, and as you experience at your individual worksites, the same problems exist for us all.

The company's policies of intimidation and harassment, and their "scare" tactics affect every one of us. Their complete disregard of any form of basic fair labor practices, their warning letters and other disciplinary actions that use the "guilty even though proven innocent" practice, and their complete refusal to cooperate or understand labor problems has made

Our Problem Is Apathy

Dear TDU,

I am very pleased with overall coverage of issues TDU has provided. In particular, the legal section of the *Convoy-Dispatch* is very informative.

Through my experiences with the Lehigh Valley Chapter of TDU, I have found that the biggest problem with union reform is to overcome apathy. We must wake up all Teamsters before we lose everything.

Fraternally,

Patrick J. Finelli
Local 773
Bethlehem, PA

working conditions throughout the company almost unbearable.

Most of us consider ourselves professional drivers and try to take pride in our work. But the feeling of "love the work—hate the company" and the constant harassment takes all the enjoyment out of our days and holds over, in many cases, to our nights and our family dealings.

Roadway is not going to miraculously change and the union has not given us very effective representation up to now. We are going to have to join together, nationwide, and help ourselves. Any Roadway Teamster who has the guts to fight for our rights, write to Roadway Teamsters c/o *Convoy-Dispatch* and maybe with some help from TDU we can get the ball rolling.

Remember: "The Worst Keeps Getting Worse For Us."

Fraternally,

Al Butler
Local 390
Miami, Fla.

(Editor's Note: TDU has been working with Big R Teamsters to fight production cards, the "flexible work week", and all the other problems faced by Roadway Teamsters. We're committed to continuing these efforts and urge all Roadway Teamsters to join with us in this fight.)

More News of Tri-State Area

Dear TDU,

I think that you are doing a fine job now. But we need to know more of what's going on the New York-New Jersey-Connecticut Tri-State Area with regard to local unions and the sellouts going on right here!

Our employers tell us that we are out of the Master Freight Agreement. How can this be legally, and what are the local unions doing about it? It seems everyone is scared.

Fraternally,

William J. Turis
Local 807
Staten Island, N.Y.

Motto of the Month

"Tell me—I'll forget.
Show me—I may remember.
Involve me—I'll understand."

—quoted by TDU member Larry Bercot at Ft. Wayne TDU meeting, February 27.

Concessions for Indictments?

Dear TDU,

I just ran across an article in the June 15, 1981 issue of U.S. News & World Report, page 82, where Jackie Presser is quoted as saying, "There's been a vendetta for years by the Democratic Party. God help us if Carter had won—we'd probably all have been indicted."

I had been thinking for some time that the only reason that the Government people hadn't indicted the

Central States Pension Trustees was to hold the threat of jail over their heads to wring concessions out of the unions for the benefit of big business.

Fraternally,

Alex Morales
Local 692 Ret.
Lynwood, Cal.

CONVOY DISPATCH

I want a bundle subscription to *Convoy Dispatch* each month.

100-\$9 ☐ 20-\$4 ☐
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WHO WE ARE

CONVOY DISPATCH is the voice of Teamsters for a Democratic Union. We are the united rank and file movement to reform the Teamsters, created out of the merger of PROD and TDU.

We are truck drivers, dock workers, production workers, warehouse workers—every kind of Teamster and spouses too.

We are a grassroots organization with chapters from coast to coast in the USA and Canada. We believe in returning this union to the membership and we are doing it. We are a democratic organization in which every member has a voice and vote. Our 15-member International Steering Committee was elected in November 1981 for one year. Our Rank & File Convention had over 500 representatives present.

We are proud Teamsters standing up for our rights. If you agree with our Rank & File Bill of Rights then how about joining us?

TDU STEERING COMMITTEE

Co-Chairs:
Doug Allan, Local 208
Pete Camarata, Local 299
Bilal Chaka, Local 692
Bob Leslie, Local 147
Organizer:
Ken Paff, Local 407
Trustees:
Eileen Janadla, (Local 337)
Konstantine Petros, Local 20

Mike Belzer, Local 705
Keith Gallagher, Local 229
Frank Greco, Local 478
Bob Kinnunen, Local 705
Gary Lazarowski, Local 407
Mel Packer, Local 800
Juana Retamozo, Local 912
John Torbet, Local 468
Alternates:
Jan Sunoo, Local 278
Welford Wigglesworth, Local 771

RANK & FILE BILL OF RIGHTS

I. DEMOCRATIC BY-LAWS. All Business Agents and Stewards should be elected. Vacancies in offices should be filled by special election within three months. Local union committees should be elected. Contract and strike votes should be by majority (not two-thirds). All contracts should provide for elected officers retaining their company seniority.

II. DIRECT ELECTION OF OFFICERS. General President and all International officers should be elected by the membership. International VPs elected by regions. An end to trusteeships and split-off locals.

III. A FAIR GRIEVANCE PROCEDURE. Innocent till proven guilty, right to remain on the job till final procedure completed. Grievance procedure should include right to a speedy trial, arbitration by peers, and the right to strike if necessary.

IV. PRESERVATION OF WORKING CONDITIONS. The union's purpose is to expand and preserve what we have, not trade it away for anything less. People come first, not productivity.

V. SAFETY AND HEALTH. We have the right to enter the workplace without fear for our health and leave in the same condition we arrive. Teamsters should have the right backed up by our union to refuse unsafe work or hazardous conditions. We are not machinery.

VI. EIGHT HOUR DAY AND FIVE DAY WEEK. Forced overtime and unfair dispatch rules destroy our family life and cost us jobs. No mandatory overtime, "flexible" work weeks, or 70-hour slavery. We are for the advent of the four day work week. We work to live, not live to work!

VII. A DECENT PENSION. Every dollar in the pension funds belongs to us. We are entitled to 25 and out, cost of living on pensions, and union pension trustees elected by the rank and file and retirees to safeguard our money.

VIII. JUST SALARIES FOR OFFICERS. A union officer can't understand the problems of members who make less than half what he makes. No officer should make more than the highest paid working members in his jurisdiction. No multiple salaries from union, company, or government sources, or special fringes and pensions. Salary increases limited to the average increase for membership, and subject to membership approval.

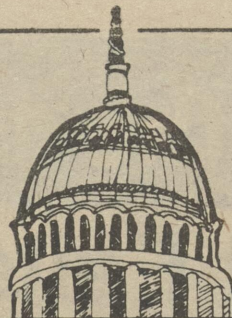
IX. EQUALITY AMONG TEAMSTERS. Bring all wage levels up to the highest standards, not a lot for the few and little for the many. Fight the hardest for the lowest paid.

X. END TO DISCRIMINATION. Employers have used the difference in age, race, and sex to divide us for decades. We oppose these injustices and divisions. Support affirmative action to correct past injustices. Employers should bear the cost of their past discrimination, not the members.



NEWS FROM THE

WASHINGTON OFFICE



The Washington office of TDU—formerly PROD's national office—is the rank and file's voice in the capital. Litigation, designing new legislation, reforming safety regulations concerning all aspects of working conditions and truck design—we're working for you.

We have a Professional Drivers Council of TDU to help. But we need your input.

PROD/TDU
Room 612-2000 P St., NW
Washington, D.C. 20036
(202) 785-3707

BMCS Moves to Drop Logs

The Bureau of Motor Carrier Safety (BMCS) has proposed regulations which would eliminate the driver's log and permit motor carriers to use any form or format to record a driver's hours of service, such as tachographs, time cards, or trip reports. Substitute recording devices will still be required to contain the same information as the current log.

The Bureau has also proposed to exempt from the recording requirements drivers who operate within 100 miles of the "work reporting place" and who work less than 15 hours a day. The current exemption applies only to drivers working less than 12 hours per day.

"Doing away with standard logs means there will be a million different logbooks across the country," said Mel Packer, a TDU member from Pittsburgh Local 800 who testified in favor of keeping uniform logs at hearings held last December by the

Office of Management and Budget.

"Local cops and state cops will never be able to figure out all these logs. And it will be literally impossible for the DOT to enforce the hours-of-service regulations, which are inadequate anyway," Packer continued. "If this goes through, it will just cut down on enforcement something fierce. Companies will try to force drivers to work longer and longer hours. And

this article, or to write a personal letter, to let the BMCS know that you are opposed to these changes. IBT President Roy Williams has sent a letter to all Teamster locals urging opposition to this change, and we urge people to support what he's doing.

BMCS justifies the proposed elimination of the logbooks as a way of eliminating unnecessary paperwork.

"This will cut down on enforcement something fierce...Drivers will be forced to work longer and longer hours."

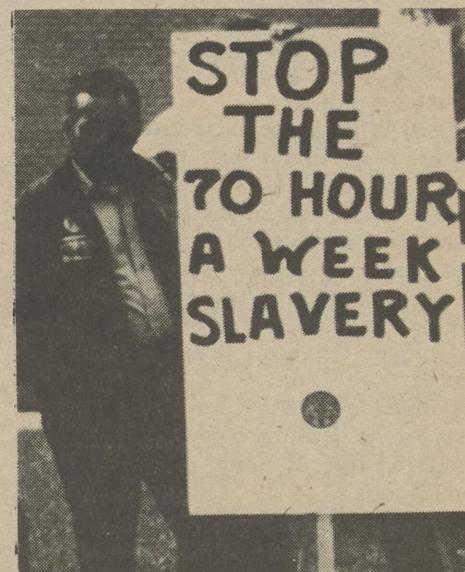
that means more fatigued drivers on the road and more traffic fatalities."

The BMCS announced that it will accept comments on the proposed regulations up until April 23, 1982. TDU-PROD urges every concerned Teamster to use the form at the end of

But several BMCS officials have admitted to *Convoy-Dispatch* that the proposed changes, if enacted, would "create havoc" for the already overburdened, understaffed safety investigators.

Over 30 states have laws requiring the use of the driver's daily log, and some have already indicated that they will require continued use of the form regardless of any action taken by the BMCS.

The driver's log has been in use since 1928 and is the one document used by enforcement personnel to regulate the number of hours interstate heavy duty truck drivers may use between rest periods. A government-sponsored research study, quoted in



Drivers demonstrate against "70-hour Slavery" at Roadway headquarters in Akron, Ohio.

the Federal Register, shows that "...there is no single alternative to the existing driver's log that can be recommended universally at the present time."

In its haste to show that it is participating in the government drive to do away with government regulations the BMCS has made a proposal that will endanger driver safety and create more confusion to boot. TDU-PROD will do everything it can to stop this dangerous move.

Send This Coupon to the BMCS Today!

To: Bureau of Motor Carrier Safety
400 7th St., S.W. Room 3402
Washington, D.C. 20590

Re: FR Doc 82-4723, Filed, 2-19-82
Federal Register, Vol. 47, No. 35, February 22, 1982

The Federal Government must guarantee highway safety. Driver fatigue increases accidents, and resulting fatalities, injuries and property damage.

- ☐ I oppose any effort to replace logbooks with non-uniform recording devices.
☐ I oppose amending the 100-mile exemption.

Additional Comments:

Name _____

Address _____

PROD-TDU Files Petition for Strong Hours-of-Service Rules

On March 8, TDU/PROD filed a petition in the Federal Court of Appeals to force the Bureau of Motor Carrier Safety (BMCS) to strengthen the hours-of-service regulations.

The BMCS has repeatedly admitted that the regulations are unsatisfactory, and even began procedures to change them in 1978.

But in 1981, the agency made a sudden about face and ended the proceedings. The BMCS claimed that there was no direct proof that fatigue caused accidents, and said the costs of the new regulations would outweigh the projected benefits.

The BMCS said the cost of implementing the regulations would be approximately 20 times as great as the savings in driver's lives and property if they went into effect — a cost of some

\$10 billion compared to savings of roughly \$450 million. Of course, most of their figures were derived through consultations with experts associated with the trucking industry.

TDU-PROD attorney Arthur Fox said the current regulations have three major loopholes, which the petition seeks to close. They are:

- 1) allowing the driver to be on the road after driving more than 15 straight hours, measured from the time the driver reports for duty.
- 2) allowing a driver to go on the road without having 8 hours of undisturbed sleep.
- 3) allowing drivers to become fatigued during a tour of duty as a result of many hours waiting by the phone for a work assignment — "babysitting the phone."

"I was ordered to take a truck out in violation of DOT regulations."

"My B.A. told me I'm not entitled to file a grievance."

"The supervisor said it's against the law to distribute papers here."

"I can't get a copy of my contract or my local by-laws."

If these problems sound familiar, then you need to know your legal rights. You need the facts. You need the



Legal Rights Handbook

The 182 pages of the **Legal Rights Handbook** are packed with information that can help you win if you are filing a grievance, if you are running for union office, or if you have been illegally discriminated against. The **Handbook** takes you through the inner workings of the National Labor Relations Board, the courts, OSHA, and the IBT itself. If you are a working (or nonworking) Teamster — **you need this book!**

The **Legal Rights Handbook** costs \$4.00.
(\$3.00 apiece for orders of 5 or more)

Send me _____ copies of the **Legal Rights Handbook**. I am enclosing a total of \$ _____

name _____ local _____

address _____

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Send to: TDU, Box 10128, Detroit, MI 48210

Welcome to the 1982 Freight Contract

New Contract Fails To Stop Relief

Although it has been less than a month since the new freight agreement was signed, one thing is already crystal clear: this contract will do nothing to stem the tidal wave of "relief" that is sweeping across the trucking industry.

Roy Williams promised that the new agreement would put the members back to work, protect existing conditions, and stabilize the industry. This was the justification for the massive givebacks in the new contract.

But nothing of the kind has happened. Instead, every day yet another employer demands drastic givebacks as a condition for continuing to operate. And thus far, the officials have done nothing to counter the rapid undermining of union standards and conditions.

This article will summarize some of the different kinds of relief deals which *Convoy-Dispatch* has learned about since the contract was signed.

Substandard Riders

One kind of relief came right along with the new contract, in substandard riders negotiated by the union officials at the same time. This is the case with Warner & Smith, which operates in Ohio and Pennsylvania.

Officials from the Eastern Conference and the Ohio Area Conference agreed to a rider which eliminates the 47c COLA payment on April 1, cuts wages for 20% from April to October, 1982, and 10% from October until the following March.

A secret ballot referendum was mailed in the second week in March, and ballots are due back March 26th. At least some rank and filers in New

Castle, Pa., Local 261, who had to call a one day strike back in February to stop a unilateral \$2.50 an hour pay cut, plan to distribute flyers throughout the system calling for a no vote.

"I know the economy is bad," said one, "and I don't mind helping. But I don't want to get robbed."

Through the Grievance Procedure

It appears now that the union hierarchy is willing to sanction takeaways by after-the-fact approval through the grievance procedure.

At Allied Delivery in Cleveland, rank and filers have fought a running battle through the grievance procedure for their contractual raises—49c in October, 1980 and 77c in April, 1981. A series of meetings were held by the company, and votes taken to give back the money. The meetings themselves were in violation of the contract, and many rank and filers simply refused to attend. The company took the money out of everybody's paychecks anyway.

Although the company was finally forced to pay the 49c, grievances over the 77c went to Chicago. Recently, the company was upheld—the raise was withheld, and no back pay was awarded. The union has apparently given up on the principle of negotiating changes in the contract—and is allowing the companies to get side deals.

Article 32

The new contract language in Article 32 allows each local union to negotiate substandard riders if "special circumstances" prevail. Now, however, it appears that if a company appeals for relief systemwide, the union desig-

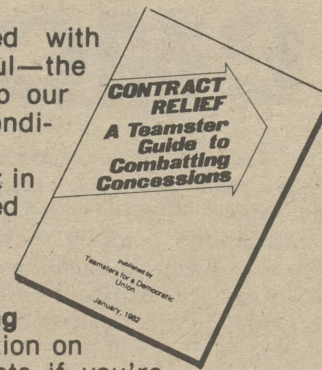
New from TDU!

How to Fight Concessions

Teamsters everywhere are being faced with demands for relief. Freight, grocery, tankhaul—the companies are demanding that we give up our hard-earned wages, benefits and working conditions.

Many people say nothing can be done. But in fact, thousands of Teamsters have stopped paycuts, "loans," and other takeaway deals. How they did it—and how you can do it—is described in a new booklet, **Contract Relief, a Teamster Guide to Combatting Concessions**. It has lots of valuable information on your legal, contractual and organizing rights if you're faced with relief. Get yours before it's too late.

To order: Send \$1.00 to TDU, Box 10128, Detroit, MI, 48210. (50c for orders of 5 or more.) Postage and handling included.



nates one state conference to negotiate substandard conditions even for locals not in their state.

This seems to be the case with CCC Cartage, where the Ohio Conference has negotiated a \$12.25 an hour wage rate and the loss of a personal holiday. This agreement is being submitted for a vote systemwide. And it appears now that the union's concept of negotiations is simply to accept the companies' offer and give it the stamp of approval.

Individual "Loan" Deals

The old-fashioned individual "loan" deals haven't gone away either. A report on such a scheme at Spector Red Ball is on the following page.

A similar deal is being imposed at Jones Transfer, a major midwestern company. Although the company was in the black as recently as the 3rd quarter of 1981, the company is crying poverty now and demanding an indefinite, 15%, no-interest "loan", with no provisions whatsoever for payback.

At a meeting held March 14 in Pontiac, Mich., the company posted a big seniority list and checked off each employee's name as he or she signed the deal. They claimed they weren't coercing anyone into signing.

The biggest ripoff we've heard about to date is at GMW, Inc., a freight company with 700 employees which operates in Illinois, Minnesota, and Wisconsin. Last November, the company persuaded many employees to donate \$3,000 then, and to pledge to give another \$1,500 in 1982 and 1983.

Apparently that wasn't enough. At a meeting March 7, with no union representatives present, the company announced that it was going to pay a flat rate of \$150 a week for half the month, and the former scale in the intervening weeks.

That's \$150 gross wages before taxes, regardless of hours—about \$3.75 an hour for a 40-hour week, \$2.14 an hour for a 60-hour week.

The union officials have done nothing. When will it end?

New Article 6

Can We Save Our Past Practices?

The new National Master Freight Agreement has been ratified, and we are going to have to live with it for the next 37 months. As we all know, it is filled with takeaways that undermine our standards and working conditions.

But if we understand the new contract language, there are some things we can do to try and limit the damage. There are many important changes to consider, but in this article, we will take a look at just one—the changes in Article 6.

Past Practices Protected

One of the best clauses in the old NMFA was Article 6, Section 1, the maintenance of standards (or "past practices") clause. The language in this clause was a good tool for the union to use against the employers' efforts to break down conditions.

The language in the new contract guts this "past practice" protection. Article 6, Section 1(a) reads:

The Local Unions and the employers shall, within 180 days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Conference Joint Area Committee, those local standards and conditions practiced under this Article. Those

local standards and conditions previously practiced hereunder which are not so submitted shall be deemed to have expired.

The appropriate Conference Joint Area Committee shall, not later than 90 days following ratification, adopt a procedure to consider the disposition of the local standards and conditions submitted including the right to appoint a subcommittee to make recommendations...

In short, the general "past practices" protection is gone, and only those practices which are submitted in writing to the JAC and accepted will be protected.

It is likely to be several months before the panels work out a procedure for reviewing past practices. But some employers aren't waiting for any procedures—they're just going ahead and cutting conditions.

For example, H&W Motor Express

(Iowa-based) began forcing road drivers to take a free hour at each terminal point starting at 12:01 a.m. on March 1, telling them they can borrow a tractor to go to the nearest restaurant for lunch.

This kind of unilateral action should be grieved and fought, since it is a violation of the contract.

Getting Organized

The most likely interpretation of the new language in Article 6, Section 1(a) is that it will protect the prevailing standards and conditions in a given local or joint council area. Section 1(b) gives the employer the right to appeal to the JAC to eliminate particular conditions at his barns which exceed these area-wide standards.

The union can prevent any takeaways under Section 1(b) by deadlock-

ing these requests—the language says that "in the event of deadlock, the submitted conditions shall continue as practiced." It remains to be seen what attitude the JACs will take.

Many rank and filers and local unions are already organizing to get as many past practices as possible in writing and submitted to local unions to get maximum protection of past working conditions.

In Detroit Local 299, officials urged the members to get past practices down in writing, and the Executive Board of Oakland Local 468 is planning to send a memo to every steward urging him to compile a list of past practices.

TDUers in Detroit are planning to hold a meeting in Local 299 to organize as many barns as possible to go through this process.

No one can be sure at this time how this past practices language will be put into effect. But we urge rank and filers everywhere to follow the example of the Teamsters reported on above, and get your past practices down in writing. And let *Convoy-Dispatch* know what you are doing—we will continue to report on new developments as they occur.

Save the Contract, No Side Deals!

A Letter to Spector Employees

In what is potentially the biggest "relief" deal to date, Spector Red Ball has asked its 4000 Teamster employees—as well as 2,000 other employees—for an indefinite, unguaranteed "loan" of 15% of their weekly paychecks.

The deal clearly violates Article 6, Section 2 of the NMFA which strictly prohibits any side deals undercutting the terms of the contract. The "loan" appeal was mailed to each individual employee during the second week in March, totally bypassing any negotiations with the union.

The Spector deal doesn't even pretend to meet the requirements for such loan plans outlined by the National Grievance Committee last year. The Committee said the employer must guarantee full repayment of the contract wage by a specified date, and back it up with a promissory note or other binding statement. The Spector plan makes repayment contingent on achieving an operating ratio of 97%.

Dear Fellow Spector Red Ball Employees,

By now you have received your letter from our company's President asking for a 15% "Wage Loan." Before you sign away your hard earned wages, you owe it to yourself to carefully consider these facts.

Spector Red Ball is not the first employer to ask for wage relief. Let us consider what has happened with other companies which have gone this route.

Helms, (which is a subsidiary of Ryder, who is in turn owned by International Utilities, which also owns P.I.E.) was asked to take a wage cut in May of 1981. Yet, later the parent company, Int. Utilities, announced it planned on opening at least 121 new terminals by the end of the year. Could this be where the money went that Helms employees gave to their company? Why couldn't Int. Utilities help the Helms plight?

Pulley Freight in Des Moines has pulled one better. Pulley demanded that their employees give up wage and COLA increases (34c Apr. '80; 24c Oct. '80; and 77c Apr. '81) or face a change of operations that would close their terminal. Yet within months Pulley set up a shadow company in Texas, which in turn took away the jobs of the Pulley Teamsters who sacrificed their wages

Finally, the plan violates Section 8(a)(5) and 9(a) of the National Labor Relations Act, which makes the union the exclusive bargaining agent of the employees which must negotiate any change in the contract.

So far, it appears that the IBT officials are doing absolutely nothing about this assault on the contract. Although many Spector employees have signed the plan, TDU has been contacted by rank and filers at a number of terminals, including Little Rock, Ark., Dallas, Tex., Grand Rapids, Mich., and Allentown, Pa., among others, who report they are refusing to go along and plan to file grievances.

Several concerned Spector employees submitted the following open letter to Convoy Dispatch. It has been mailed to every steward in the system in an effort to build resistance to this plan. They have asked that we keep their names confidential in order to prevent reprisals by the company.

in the first place.

Cooper Jarrett is another example of a relief loan scheme. They originally asked for 7% of the employees' wages in March of 1980. It jumped to 10% in 1981 and eventually to 15% of the employees' wages before Cooper Jarrett closed all but three of its terminals. During this time, however, Cooper Jarrett opened up new special commodities, contract carrier, and hazardous waste divisions. The employees in this case helped their employer finance themselves right out of a job.

Interest Free Loans?

There are a multitude of examples that could be given of other carriers who are asking their employees to do the same sort of thing our company is asking us to do. That is, give us a portion of your wages, without interest, and if and when things go just right we will give you the money back. There isn't a bank in the country that would lend one dime based on that kind of deal.

The only benefit that is offered is that it may save our jobs. Since our letter states that our money will be used for Spector "and its subsidiaries," it could just as easily cost us our jobs if our money is used to finance a new non-union subsidiary.

We should also be aware of the fact



that any individual agreement with the company, whether voluntary or otherwise, is a direct violation of our NMFA (See Art. 6, Sec. 2). Individual agreements with the company serve only to weaken us as a collective bargaining agent, and at a time when we need to be more united than ever. Our jobs are important to be sure, but so is our standard of living, our benefits, and our pension. Our union is and should continue to be our only bargaining agent.

Other Options

What then are the alternatives? If we are to believe Mr. Swan, this is Spector's last hope. There are, however, other options available to Spector that they have chosen not to consider.

If Spector was truly concerned about its employees, a finance plan could have been developed that would have been beneficial to both the company and the employees. Spector could have established a bond program through the Securities and Exchange Commission whereby Spector would issue bonds for a three to ten year period which would pay a modest interest rate and then be redeemable upon maturity. Under this plan, Spector would get the money it needs at a favorable interest rate (9 to 12% as opposed to 18-20% from the bank) and Spector employees would earn interest on their investment as well as a guarantee of the return of their money.

This is only one of the many options available to Spector provided they truly intend to pay the money back and they are not afraid to have the loan policed by the S.E.C.

What then should be our course of

action?

- First of all, we should not sign any document that allows the company to pay anything less than what they are contractually bound to pay.

- Secondly, we must file mass grievances on the local level protesting the company's violation of Art. 6, Sec. 2 of the NMFA.

- Thirdly, we must force our union to do its job. If a company pleads poverty, under the National Labor Relations Act the union has the right to force the employer to "open the books" to prove financial need. Then if wage concessions need to be made the union can negotiate a fair wage based on the real financial facts.

Does the company have a financial problem? Probably so. Is a 15% reductions in your wages, with no guarantee of how that money will be used or whether it will ever be returned to you, the only alternative to closing the doors? Definitely not!

The track record of previous companies who have gone this route proves that this plan is disastrous for Teamsters. Before you sign away your wages and possibly your job, consider these facts carefully. Then ask yourselves if Spector is being completely above board and honest in their approach. They are asking us to give up a lot. We deserve to know far more than Spector is willing to tell us in return.

Abraham Lincoln stated over one hundred years ago, "United we stand, divided we fall." That statement has never been truer than right now.

Sincerely,
A Concerned
Spector Employee

Ohio Tankhaulers Defeat Relief Deal

Ohio Conference tankhaulers have decisively beaten an attempt by the tank companies to avoid paying a 77c raise that was due last November 15.

Their victory shows that by using the grievance procedure to enforce the contract and refusing to back down, relief can be beaten. And it also shows that if they stick together, tankhaulers need not settle for the freight sellout when their contract is negotiated later this year.

The problem began last fall when the companies covered by the Ohio Tank Rider, including Landmark, Matlack, Coastal, and Refiners, refused to pay the 35c annual raise and the 42c COLA that was due on November 15.

In some places, such as Landmark in Columbus, the company approached the men and asked them to sign

waivers. "They brought the top officials out and cried poverty," recalled TDU member and Landmark steward Glenn Hotler. "I said, 'you substantiate that and we'll talk to you.' We never heard from them again."

When the men refused to sign the waivers, the companies just withheld the raises anyway.

Stewards File Grievances

In response, stewards at all the companies in Columbus submitted grievances to the tankhaul BA Warren Mills, citing a letter written by Roy Williams on October 26 insisting that the raise be paid.

The Ohio State Committee heard the grievance in mid-January and ordered a vote by secret ballot at all the union halls around the state on January 24.

When the vote was counted, the tankhaulers had voted 2-1 to get their raises.

At the Columbus meeting, according to Hotler, Local 413 President Jack Gordon claimed before the vote that the raise wasn't being paid in the Eastern Conference. But some Matlack drivers who run east contradicted him, and Hotler reported that in Saginaw and Chicago, the union had forced the companies to pay the raise, as was reported in the January Convoy-Dispatch. The vote in Columbus was 45-14 against relief.

At the 413 monthly meeting in February, Gordon apologized for giving the men incorrect information, and claimed he'd been misled by officials in Cleveland.

The Ohio State Grievance Committee

decided at its February meeting—which is held every year in Florida—to give the companies 60 days to make up the lost back pay.

Hotler reported that Landmark is still refusing to pay the raise, but he has filed a grievance and expects the company to begin paying soon.

Correction

Convoy-Dispatch reported in January that at the Croydon, Pa. terminal of Chemical Leaman, a 10% payout was scrapped in favor of a \$9.00 per hour special commodity rider. In fact, the \$9.00 rate was instituted on only one oil haul from Gloucester City, N.J. to Morrisville, Pa. The 10% pay cut still prevails on all other work. We regret the error.

Cleveland UPSers Blast Grievance Procedure

On February 28, 100 UPSers met for a rank and file meeting on the UPS contract in Cleveland, Ohio. TDU UPS workers from Toledo and Columbus were present to express their concern on the up and coming UPS contract and to show solidarity with Cleveland UPS workers.

A commitment for better communication among various UPS centers and hubs was made.

A week after the rank and file meeting almost 300 members showed up at the Local 407 UPS craft meeting. They expressed tremendous anger over the grievance procedure and gave BA Bill Cassidy a real hard time.

The UPSers also expressed displeasure with the proposals that came from the Central Conference. They wanted specific contract language banning disciplinary action based on production standards.

They also want 'innocent until

proven guilty' in the contract. In the area of job bidding for part-timers, they said that the language in the master requiring that only "qualified" part-timers be permitted to bid on permanent vacancies and new permanent jobs has tremendous loopholes that UPS could abuse.

Local 407 President Sam Theodus informed them that the proposal period was over, but agreed to submit the proposals which they felt had been omitted. Petitions endorsing the 6 TDU contract demands were circulated throughout the meeting and presented to Theodus.

Representatives from Cleveland will be building attendance for the Regional Contract Meeting being planned for April 18 in Columbus, Ohio. UPSers will be coming from Ohio, Kentucky, Eastern PA, West Virginia, and Michigan.

"Innocent Till Proven Guilty": It's Working in Nor Cal

It often happens when proposals for contract changes are presented by rank and file members that our officials claim these proposals are unworkable or pie-in-the-sky pipe dreams. This has been said about the demand of the UPS/TDU contract committee for "Innocent Until Proven Guilty." How often have you heard, "UPS will never go for that"?

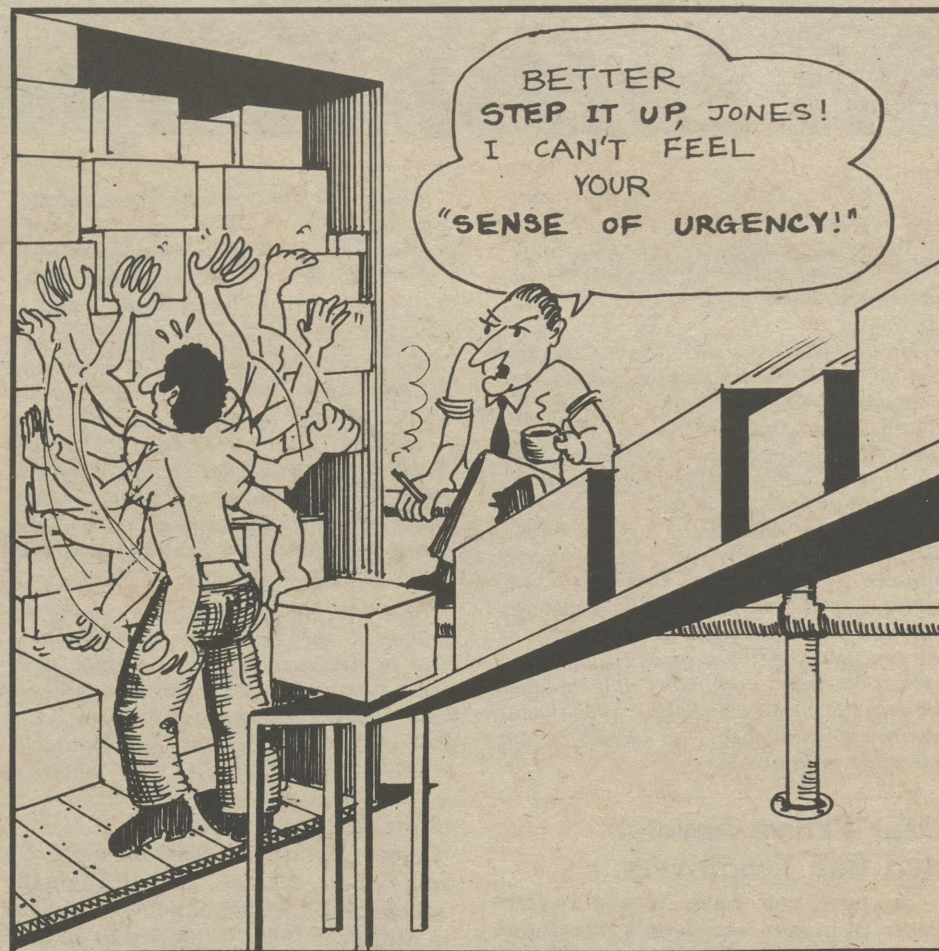
In this instance they have. Article 7, Section 4a of the Northern California Rider states:

[a] In all cases except theft, intoxication, use, sale, or possession of illegal narcotics and gross insubordination, each having occurred on the job, an employee to be discharged shall be allowed to remain on the job without loss of pay unless and until the discharge is sustained under the

grievance procedure. In suspension cases, the employee shall be allowed to remain on the job without loss of pay unless and until the suspension is sustained under the grievance procedure.

While the 'gross insubordination' clause may be abused by management, according to a Bay Area package driver, this clause has eliminated much of the company's ability to harass drivers with unjustified discipline.

TDU has published a comparison of the major contract supplements. By knowing what has been won by others, we can pressure our officials to extend these conditions to all UPS workers. For a copy of this contract comparison, send \$1.00 to TDU, Box 10128, Detroit, MI., 49210.



UPS Contract Meetings

March 21
1 pm

Chicago Area Meeting
Glenn Maker American Legion Post #1160
10739 S. Ridgeland Ave., Chicago Ridge

March 21
9 am

Portland Maine Area Meeting
St. Patricks School Hall
1251 Congress St., Portland, Maine

April 4
2 pm

Michigan Meeting
Fairlane Inn
21430 Michigan, Dearborn

April 18
2 pm

Ohio/Kentucky/PA/ Meeting
Howard Johnsons
1-71 South & Stringtown Rd.,
Grove City Exit, Columbus, OH

April 25
2 pm

North & South Carolina Meeting
Holiday Inn
I-85 & Sugarcreek Road, Charlotte, NC

'TDU Book Was My Bible'

How We Fought For a Decent Contract

by Jesse Mize
Local 688, St. Louis

Concessions and sell-outs are not just hitting freight Teamsters, but also a lot of us who work in plants and shops. I want our fellow Teamsters to realize that we don't have to take this, and can fight back. We did in my shop, and as a result we got a much better contract.

I am the steward at Loughman Cabinet. The Carpenters Union represents the production workers, and there are just a small number of Teamsters who do the warehouse work.

Our contract came up last year in May. I had a copy of the TDU booklet "Organizing for a Better Contract," and it was my bible, I read it every night. If I hadn't, I wouldn't have known a thing. What our rights were, how the 3/5 rule works, how to group the men and approach negotiations. Without that knowledge I would have

probably been ignorant and gone along with the business agent, and I'd be making \$1.50 an hour less right now.

I was in on negotiations because in our local the steward or an elected member goes to negotiations with the Business Agent. We negotiated for about three months. The business agent would have accepted 45c an hour on wages, but we ended up with 87.5c-75c-65c over three years, and the top pension class.

The Business Agent actually tried to divide us. He told the older guys that I was just being selfish trying to bargain for more. We had to vote down three contracts to finally settle.

We also won a minimum guarantee of 50 weeks wages per year for two workers. I wanted to get a higher number. The Business Agent would have settled for none. I finally told him, why don't you go sit on the other side of the negotiating table.

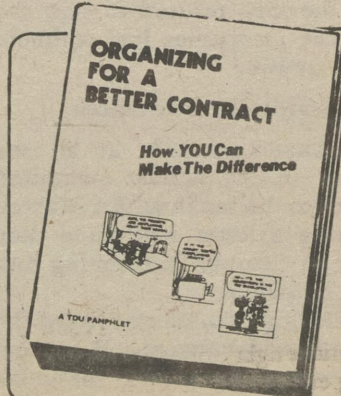
Some of our drivers' contracts in Local 688 follow freight, such as UPS and Coke and Pepsi drivers. All these men should wake up because they saw the sellout that happened in freight.

Concessions

Those of us in shops and warehouses should wake up, too. Concessions never bought a job. They don't help industry. I would say if a company

cries poor, at the very least you should demand to audit the company's books. The TDU Legal Rights Handbook explains that the union does have that right, if a company claims they can't sign a decent contract.

Other Teamsters should realize this, should become informed with TDU literature and not back down. Look around at what is happening, and join TDU if you want to save the union.



NOW, MORE THAN EVER...

YOU NEED THIS BOOK!

available from TDU at \$3.00 apiece
(\$2.00 each on orders of 5 or more)

send order to: TDU, Box 10128, Detroit, MI 48210

Hang

News of UPS Workers

UPS

Drivers Fail 'Sheetwriting' Test. At the Beckley, West Virginia Center all package drivers were instructed to take a 'sheetwriting' test. 98% failed the test the first time it was given and 95% failed the test the second time. According to John Aliff, there have been approximately 15 center managers all with different sheetwriting procedures in the 18 years that he has been with UPS as a driver in Beckley.

UPS insists that drivers must take the test on their own time and has threatened to discipline drivers who fail to pass the test. So far most drivers have refused to take the test off the clock.

1200 Pounds. Word has it that 1200 pounds of proposals were submitted to the UPS National Negotiating Committee. Pretty Heavy, eh?

Sour Grapes. UPSer in Indiana recently sent a letter to the district manager of UPS and Local 710 stating that the "general consensus of drivers is that the company's incentive plan is not in the employee's best interest. A driver hurrying through his route will make mistakes, have accidents and be rude to consignees," the letter went on to say.

The district manager's response to this concern was to rip up the letter at an annual talk to the employees and told them they better listen to the "ones who pay the bills." He said, however, that he wouldn't bring the incentive plan to their area.

Prime Time Vacations Limited. In Chicago Local 710 UPS has been gradually cutting down the number of vacations allowed per week from 15 to 5. This has meant that the closest many drivers can get to a summer vacation is February or March. 54 drivers filed a grievance on this problem, but the local said that there was no language in the contract to cover this. Local officials have said, however, that because of the concern showed by so many members that they would try to get something in the contract to prevent this problem. We'll be watching.

Save Those Seconds! Maine UPS has started the "driver release" program. In an effort to save more of those valuable seconds, driver release simply means that the driver doesn't have to wait for a signature on the package. Of course, without the signature the company can claim driver theft anytime. Who knows, next they may ask drivers to just throw the parcel from the truck to the receiver. Service is the "Big Idea"....

N.Y. Walkout. On Friday January 8, 71 drivers from the Rochester, N.Y. center walked off their jobs. The issue was UPS's attempts to discipline package drivers for being as little as .15 hours over allowed from one day to the next. Initially, 6 drivers were fired and the 65 others suspended for 30 days. This discipline was later reduced to 13 day suspensions for those fired and 10 day suspensions for the others. UPS is using part-time supervisors from New Jersey to fill in for the suspended drivers.

This is Productivity? At the Norfolk, Virginia center UPS management has developed a novel way to increase productivity. Of the ten full-time inside workers, management has four of them coming in at 11:00 P.M. and sitting down for four hours refusing to let them work for the first half of their shift.

They are restricted to a specific area and are not allowed to play cards or any other games. In fact when a supervisor was swamped with work and had some of them working, he was reprimanded.

UPS is doing all this to prove that there is not enough work for all ten of the full-timers, despite the fact that it has part-timers working at the same time. In fact, part-timers often work five hours a night and sometimes work a full eight hour shift. Even the full-timers sometimes work overtime.

"Spheres of Influence". UPS has special lingo for a lot of things but this is a new one. New England UPSers accidently saw this term on a management communique urging supervisors to find the workers with "influence" and find out everything they do, who they spend their time with, etc. Like all their other lingo it tries to hide the hard facts. In this case: spying on us and controlling our lives....

Watsonville UPSers Organize. TDU/UPS members in Watsonville, California have reported that their recent meeting went very well and that there is now a strong feeling that something "can be done" to counter UPS' harassment. Interestingly enough, management has shown increased interest in the drivers since the meeting and are now more often in the trucks with people. Improved service doesn't seem to be their goal...

More UPS Expansion. UPS announced it will open a second truck rental and leasing facility in Atlanta, Georgia. The first was opened in Ft. Worth, Texas in January. Mr. Brannan, vice president and general manager of UPS Truck Leasing said: "We are confident that we can be competitive right from the start because we have the backing of the same engineering experts who have made the UPS fleet a leader."

Are Seniority Rights "Unrealistic" at UPS?

By John Braxton
Local 623, Philadelphia

One of the most important advantages of a union job is the security which seniority brings. How long you've been with the company, not how much the boss happens to like you, is what gives you access to rights and advancement on the job. This is the way it should be with a strong union, but UPS has done its best to change that.

Item: A full-time preloader with ten years of seniority wanted to change to a sorting job because of job-related injuries which made loading painful. Although he has more seniority than all of the sorters, management refused to let him change jobs.

Item: While thousands of part-timers around the country are waiting to take full-time jobs with UPS, the company continues to hire new employees for full-time jobs. Many of these part-timers have several years of seniority and long ago ceased to be students who wanted only a part-time job.

Item: Supervisors routinely hand out the better jobs to their favorite

people, rather than allowing workers to bid on the jobs by seniority. As a result, some part-timers with five years of seniority get only three hours of work when some with only a year get 5 or 8 hours.

In a memo to its supervisors, UPS management says that the concept of seniority which prevails in the rest of the trucking industry is "unrealistic in our operation. Management would have little discretion directing the workforce."

For us this means less control over our jobs, less control of our start times, vacations, and personals, and less choice of how many hours we work. The company wants to control our lives in the interest of flexibility and greater profits.

Seniority was a basic right fought for and won in the early days of unions. It's time we got it at UPS. That's why in this contract we need:

1. The right to bid shifts and jobs within the building.
2. All full-time jobs to be filled from the part-time seniority list.
3. All new hires to come from the union hall after exhausting the UPS seniority list.

UPS Contract

[continued from page 1]

- 5 hour guarantee (Master); 4 hour (CS).
- Right to bid jobs on part-time list by seniority if qualified by classification (Master).
- Right to bump onto another shift by seniority within building after one week layoff (Master).
- Each employee who has completed probationary period will receive health and welfare benefits equal to full-time employees (Master).

Package Car Drivers

- Management shall not ride with a delivery driver more than ten times in any calendar year after an employee gains seniority (CS).
- A written receipt be given to driver at the end of the day for all cash and bills received (Master).

Feeder Drivers

- No tacs to be used in feeder equipment (CS).
- Only first line tires to be used on front axle, even when returning to the home terminal (Master).

Leaves of Absence

- No loss of seniority rights for those elected to union office for the duration of their term (Master).

What the proposals do not include is language dealing with productivity harassment. As always the union's response is to say that it does not recognize UPS methods or productivity standards.

At the same time, UPS workers are being disciplined for other offenses when the real reason is productivity. And in many instances the grievance panels are upholding suspensions and discharges based on productivity. Presently there is no language in the

contract either preventing disciplinary action or allowing it based on productivity.

The other omission is that no changes are presented for the grievance procedure. Those of us who have gone to the panels know they don't work. The company continues with its disciplinary harassment knowing full well that the panel will almost never award back pay. 'Innocent Until Proven Guilty' is the first step in a real grievance procedure.

TDU, through the UPS Contract Committee will be following the negotiations and reporting to you in the UPS Contract Bulletin and Convoy-Dispatch. Use the bundle subscription form on page 2 to order Convoy-Dispatch and the form on this page for the Contract Bulletin. Being informed is the first step in taking action. We must keep our officials and negotiators on their toes.

The time is now to go to our union meetings and let our officials and BAs know that we want a no-productivity clause in this contract and substantial improvements in the grievance procedure. We can't afford another three years of poor working conditions.

Get Involved!

- ☐ I will distribute UPS Contract Bulletins. Please send _____ copies.
- ☐ I will distribute the national petition for a good contract. Please send me _____ copies.
- ☐ I want to help organize for a good contract in '82 and possibly hold a meeting in my area. Please contact me.
- ☐ I wish to contribute \$_____ toward this contract fight.

Name.....

Address.....

CityState....

Local.....Zip.....

Cargas en Contra De Trabajador De Fabrica De Conservas Abandonadas

En enero, *Convoy-Dispatch* publicó una historia de solidaridad, una historia de Teamsters uniéndose para defender a un hermano, miembro llamado Juan Parra quien fue injustamente corrido del trabajo y acusado de atacar a un supervisor en septiembre pasado.

Cuando Parra apareció por primera vez en la corte en noviembre con algunas 50 personas soportándolo, el Servicio de Inmigración y Naturalización apresó a cuatro trabajadores. Dos de los cuatro había sido llamados a corte para testificar en el caso de

Parra.

En febrero 23, otra victoria fue ganada por los miembros de la unión y por el TDU de Watsonville en esta pelea cuando Juan Parro fue descartado de todas las cargas en contra de él por el juez John Marlo. El abogado acusador estuvo de acuerdo con la moción de descartar el caso presentada por el abogado del defensor, Dan Siegel.

El abogado acusador dijo "Cuando una agencia del gobierno llega a la puerta de la corte y se lleva a dos testigos que lo corte ha ordenado

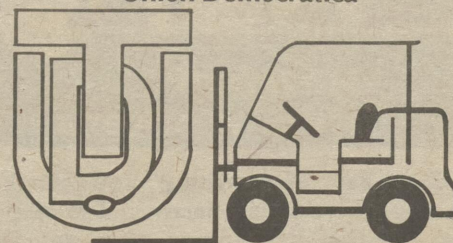
aparecer en ella, el hombre (defensor) ha sido negado de sus derechos." La oficina nacional de TDU había vigilado el personal del Comité del Senado en el Juicio y causó una investigación del incidente.

Emilio Lara, un compañero miembro del Local 912, comentó acerca del resultado de la acción de los miembros de la unión, "El INS siempre es una amenaza para no dejar a los mexicanos organizarse. Esto muestra que ellos no tienen un cheque en blanco para arrestar a los organizadores."

La pelota esta ahora en la cancha de los oficiales del local 912. Joe Fahey, miembro del Local 912, dijo, "Los Teamster no quisieron tocar este caso. Ellos digeron que no tenían fuerza para pelear las cortes y no tenían fuerza para obtener protección para los testigos. Juan originalmente fue acusado de felonía y posiblemente cinco años en prision. Ahora todas las acusaciones han sido abandonadas. El proximo paso es recuperar el trabajo de Juan."

Debido a la acción de los miembros de TDU sin la ayuda de la union, el ha ganado su demanda de desempleo, el

Teamsters Por Una
Unión Democrática



Local 912, Watsonville

ha vencido las injustas cargas, los miembros han tenido éxito en poner presión a su empleador, Fabrica de Conservas Watsonville, para correr del trabajo al supervisor quien causó este problema enterol. Han sido los miembros de la unión quien lo han hecho—quienes fueron a la corte, quienes han juntado fondos para defensa legal, quienes han respaldado a Juan en las reuniones de la unión.

En el mitin de la unión de febrero, el Presidente Heim del Local 912 admitió que ahora es tiempo para que la union haga su trabajo y recupere el trabajo de Juan con pago retrasado, el último paso en la cadena de justicia. Los miembros estarán vigilando para ver si los oficiales pueden cuando menos hacer esta parte.

Charges Against Watsonville Cannery Worker Dropped

In January, *Convoy-Dispatch* carried a story of solidarity, a story of Teamsters banding together to defend a brother member named Juan Parra who was unjustly fired and charged with assault on a supervisor last September.

When Parra first appeared in court in November, along with some 50 supporters, the Immigration and Naturalization Service (INS) grabbed four of the workers and deported them. Two of the four had been subpoenaed as important witnesses in Parra's trial.

On February 23, another victory was won by the rank and file and by Watsonville TDU in this fight when all charges against Juan Parra were dismissed by Judge John Marlo. The prosecuting attorney agreed with the motion to dismiss the case made by the defendant's attorney, Dan Siegel.

"When a government agency shows up at a courthouse door and takes away two subpoenaed witnesses, the guy (defendant) has been denied his rights," said the prosecuting attorney. TDU's national office had alerted the staff of the Senate Committee on the Judiciary and caused an investigation of the incident.

Emiliano Lara, a fellow member of Local 912, commented on the outcome of this rank and file action, "The INS is always a threat to prevent Mexicans

from organizing. This shows they don't have a blank check to arrest organizers."

Will Officials Act Now?

The ball is now in the court of the officials of Local 912. Joe Fahey, member of Local 912, said, "The Teamsters didn't want to touch this case. They said they were powerless to fight the courts, powerless to get protection for witnesses. Juan originally faced a felony charge and a possible five years in prison. Now all charges have been dropped. The next step is to get Juan's job back."

Due to rank and file action with no help from the union, already he has won his unemployment claim, he has defeated the unjust charges, and the members succeeded in pressuring his employer, Watsonville Canning, to fire the supervisor who caused the entire problem! It has been the rank and file who have done it—who have come out to the court house, who have raised funds for legal defense, who have backed Juan at union meetings.

At the February union meeting, Local 912 President Heim admitted it was now time for the union to do its job and win Juan's job back with back pay, the last step in the chain of justice. The members will be watching to see if the officers can at least do this one part.

TDUer Beats Blacklist

"Though [Central Storage] had no obligation to hire him, in view of [Management's] acknowledgement that Deaner was reported to be a good worker, it is concluded from the total circumstances that Deaner's declared opposition to internal union policy was the motivating factor of its refusal to...offer him employment on February 25, 1981."

—NLRB decision of February 24, 1982 signed by Administrative Law Judge Joel A. Harmatz

The NLRB has ordered a full year's back pay and immediate employment as the remedy for Leo Deaner, member of Harrisburg Local 776, in a case involving blacklisting.

Although the company will appeal, it is highly unlikely to get anywhere, according to TDU attorney Ellis Boal.

The company in question, Central Storage, a Pennsylvania freight carrier,

had negotiated a substandard deal with the President of Local 776 to allow dockmen to work as "trainees" 30% below the union scale. Management learned through an anonymous letter of Deaner's opposition to such deals, and then refused to hire him even though he had been a good worker as a casual on the dock.

A blacklisting case is very difficult to prove, but Deaner kept careful records and built up the evidence he needed. Deaner was used to it, because he felt that he had been effectively blacklisted from steady work in the freight industry ever since Eastern Express, where he was a steward, closed up.

This is a victory not only for Leo Deaner, but for Harrisburg TDU—which has fought against blacklisting and other substandard deals made by Central and other carriers—and for the cause of unionism.

Cleveland Organizing Presser vs. 407

Cleveland freight Local 407 clashed with Jackie Presser's home Local 507 in an organizing drive recently. The dispute occurred over Convoy Express, an Ohio LTL and distribution carrier which escaped the Master Freight Agreement and Local 407 jurisdiction two years ago by going out of business under its previous name, Cleveland Freight Lines, and reopening under new ownership.

The National Labor Relations Board at that time rejected 407's claim that Convoy was a successor to CFL, partly because the Convoy brokers were "independent contractors" and thus not subject to unionization.

But apparently Presser's Local 507 had a good deal to offer Convoy owner Jim Pedlar. In February, ex-407 President Jim Kinney and ex-407 BA Jim Horta appeared on the company dock—with management permission—to tout 507 membership to the dock workers and "independents."

They claimed they had a contract wrapped up with Convoy and that 507 was the way to go for those who wanted to get back in the pension fund and keep their jobs.

Switch of Work?

Further, Convoy management had just purchased control of General Highway Express, a 407-organized Ohio carrier signatory to the NMFA, and Convoy drivers were told that they had to be union to go to GHE docks. This led 407 activists to suspect that a switch of the work to Convoy under substandard contractual conditions was in the Pedlar game plan.

407 jumped in the act immediately, realizing that if Pedlar was bargaining with one union, he couldn't maintain the "independent contractor" defense against another. 407 Recording Secretary Bob Wenger, a former CFL



Presser: Does he run a company union?

employee, filed a petition for election with the Labor Board before 507 could get its contract ratified.

A week later, he went in with enough more intent cards to show a clear majority for 407 and filed a series of unfair labor practice charges against Convoy. The employer was charged with interfering in his employees' exercise of free choice of bargaining agent in several ways, including illegal domination and control of the activities of 507, which allegedly acted as Convoy's "company union."

These charges are still pending and are being pursued by Local 407. In the meantime, Convoy has announced that it is closing up and General Highway Express management has informed Local 407 that they will be getting a lot of Convoy's work and will take some of Convoy's employees. Local 407 has not yet taken a stand on this new move as it is responsible for representing both groups of workers and the exact legal situation is not yet clear.

But at the very least, management's primary game plan has been stopped. And last week ex-407 officers Kinney and Horta transferred to 507 after the issue of their membership in one local while organizing for another came before the 407 Executive Board and general membership meeting.

Seaway Foods, Toledo Local 20

Organizing to Beat Productivity in Grocery

In last month's issue we looked at the impact of a productivity plan on warehouse workers at Food Marketing in Ft. Wayne, a division of Super Valu. This month we're looking at another productivity plan just being introduced at Seaway's Foodtown warehouse in Toledo, Ohio.

At the company's annual stockholders' meeting in January, Seaway president Wallace Iott explained why first quarter profits had dropped. Reracking its Foodtown warehouse had been costly, he explained, but he assured them that Seaway would soon be cashing in on its new warehouse productivity system.

The reracking has been done, and the productivity plan is underway. But while the stockholders are waiting for bigger dividend checks, Foodtown warehouse workers are working feverishly just to hold onto their jobs.

Foodtown warehouse workers were given only four weeks to come up to 95% of their productivity standard. The company's description of the plan says, "Performance levels of 100% of standard are considered normal . . . All employees performing under 95.0% of standards on a weekly average will be disciplined . . ." An exception is provided when the group average is 95% or more. In this case an individual must get at least 92%.

Discipline under the Foodtown plan is severe. In a one year period, missing 95% as a weekly average any five

times would lead to dismissal. And after a year, the record isn't wiped clean either. Only one step of the five discipline steps is erased.

As if this weren't bad enough, daily performances are examined too. A five step discipline plan is in effect here too for not meeting 90% of standard twice in any 30 day period. Ten days under 90% in an entire year could mean dismissal!

The reracking of the warehouse wasn't designed to make order selection any easier, either. "Now everything is racked in 'family' groupings. It's all set up for the stores, not for us," TDuer Paul Crouch said. "The reracking has definitely made it worse."

Along with the newly organized racking system, there's another new sight in the warehouse.

"There's a whole bunch of bosses following the pullers around. We never had that many bosses on the floor at one time before," Paul said.

Safety has been a casualty of the productivity plan. Accidents in the warehouse have shot up as warehouse workers are taking risks they otherwise wouldn't take to meet the standards.

Grievances have been filed on productivity, and the stewards are united in their efforts to fight this plan.

Arbitration decisions have favored the companies when productivity plans have been grieved. If engineered

standards are made, using accepted practices, the arbitrators have sided with the companies. After all, how many arbitrators have to go back to work in a warehouse using these standards?

The contract is where to stop them. The Kroger Connection contract campaign made this proposal on productivity: "No specified standards or quantities of orders to be picked or work to be performed shall be introduced in this contract."

Super Valu Subcontracts Over Arbitrator's Ruling

by Bob Leslie
Local 147, Des Moines, Iowa

In July, 1980 Super Valu of Des Moines, Iowa acquired a new account, Sunshine Foods of Sioux Falls, South Dakota. A letter to its employees dated July 30, 1980 stated that this would create new work. Instead of using former Super Valu employees, the company subcontracted the work out to a leased operator.

A grievance was filed by a Super Valu driver, Denny Madrid. After 18 months, in November, 1981, an arbitrator told Super Valu to cease subcontracting work. Not only has Super Valu failed to do so in the Western division, they have now subcontracted work in the Eastern division, claiming the arbitration only affected the Western division and that the subcontractor, Sooner Transportation, was now leased to Sunshine Foods on "will call."

On January 13, 1982, Super Valu asked to reopen their contract with the road drivers, who are now paid hourly wages, in order to pay them by the mile. With this mileage rate the driver would lose pay for refueling, hook up, check-in and check-out, delays, coffee breaks, equipment checks, and returned dunnage. Super Valu threatened a loss of 40-50 dockmen as well as

At Foodtown the organizing to fight productivity in any way possible. Pressuring the local and organizing for the contract are major parts of their strategy. Several are joining the Toledo TDU Chapter to help build as solid organization as possible.

"Sometimes you feel your back's against the wall and you have to do something," Paul Crouch said. Organizing now, and getting ready for your contract, is what grocery workers have to do to stop this wave of productivity from becoming a flood.

a loss of road drivers. They said that as of February 1 they would no longer contract with Sooner Transportation.

Before Sooner started, the daily dispatch sheet called for 107 drivers. Since Sooner, only 79; warehouse seniority went from 368 to 291.

The Super Valu employees rejected the company's offer by a vote of 174-78.

Still, Super Valu continues to lease to Sooner in the Eastern division. A Sooner driver who runs from Des Moines to Champaign, Ill., and back to Des Moines, gets \$175 flat rate, plus \$15 a day layover expense. No drop, no hook, no peddle pay, no health and welfare, and no pension.

Now it seems that Super Valu is hiring drivers in Clinton, Iowa to cover part of that work at not less than 19c a mile and 8c per hundredweight loading and unloading backhauls, except for Campbell's soup in Chicago where the driver would receive \$5 for drop and hook.

What is really sickening is that the Sooner employees who should be in Local 394, Super Valu's local, were later taken into Local 147 at the reduced wage, taking jobs away from fellow Teamsters in Local 394. What is wrong when the International Brotherhood of Teamsters allows this to happen between two locals?

"Aches & Pains"

Ten years ago, A&P led the nation in volume of grocery sales and number of stores operated. Today it is swimming in red ink and is only operating about 25% of the 4000 stores it ran just a decade ago. A&P has shut down or sold its operations in Louisville, Kansas City, Philadelphia and Chicago, and more closings are coming.

TDuer Herman Sharp, a driver at Louisville A&P, wrote the following poem just after the company announced that his division was being shut down.

From the Atlantic to the Pacific
Reared a mighty grocery chain
At one time called the greatest
Nicknamed the Ache & Pain
It was raised to magic splendor
Rode the tide to rich success
But like the mighty Titanic
Has sunk to eternal rest.

One hundred thousand supervisors
Wonder why it died
They tried a million different things
Before it hit the downward slide
They replaced their cares and service
With a game they called WEO
They fired all the cashiers 'cept one
And said where'd the customers go?

The supervisors walked the aisles
And gave the white glove test
But one or two employees
Can't clean it at its best
A&P we'll miss you
150 years or more in vain
But since you brought it on yourself
Enjoy your aches and pains.

—Herman R. Sharp

rank & file

BULLETIN BOARD

Big R's Golden Boy

At Roadway's Adelanto terminal west of Barstow, California, production harassment has reached new levels of outrageousness.

Terminal manager Ron Cory, known as "Golden Boy", and his underlings, publicly refer to dockmen with low productivity indexes as the "20% club" and single them out for special harassment.

While harassment for productivity is nothing new at Roadway, rarely does management make it so explicit that people are being punished strictly for productivity.

Local 467 thus far doesn't seem to understand the problem. Let's hope the officers get on the ball soon.

No Beards at Yellow?

If Abe Lincoln were alive today, could he drive for Yellow Freight? That's what Teamsters in Local 467 who work at Yellow in Barstow are asking themselves.

Several months ago, the company forced driver Roland Smith out of his road job and onto the dock because he wore a beard.

Smith naturally filed a grievance. But then the company seemed to reverse its position. They apologized to Smith, and when bid time came up recently, Smith got a road bid. He did trim his beard a little, though.

Smith has refused to drop his grievance, however, because there's plenty of lost overtime pay at stake.



U.S. Moves to Clean Up 560

The U.S. Attorney's office in Newark, N.J., has moved to have IBT Local 560 of Union City, N.J., placed in the hands of court-appointed trustees until such time as a fair and free election for new officers can be held.

The government said this move, the first of its kind under the civil provisions of the Racketeer-Influenced and Corrupt Organizations (RICO) statute, was the only way to free the local from complete domination by Anthony "Tony Pro" Provenzano, his family and associates.

Provenzano is currently serving a life sentence in the federal penitentiary in Lompoc, Cal., for the 1961 murder of his predecessor as 560 Secretary-Treasurer, Anthony "Three Fingers" Castellito. The U.S. Attorney working on the case said Provenzano continues to exercise some control over the local from jail. He is concurrently serving 20 years for labor racketeering.

The government's complaint alleged that the so-called "Provenzano Group" "gained and maintained control over Local 560 through a pattern of racketeering activity which involved murder and the systematic use of extortion over a 21-year period."

Named as part of the "Provenzano Group" in addition to "Tony Pro" were Nunzio Provenzano, Stephen and

Thomas Andretta, and Gabriel Briguglio, all of whom have been convicted for labor racketeering. The government is seeking to have the members of the "Provenzano Group" permanently barred from further control over or activities with Local 560.

The government also charged that the "Provenzano Group" worked with

What is your opinion on the government's move to place Local 560 in the hands of court-appointed trustees? Convoy-Dispatch wants to print opinions on all sides of the issue. Send us an article with your ideas.

the current members of the Local 560 Executive Board, including International Vice President and 560 President Salvatore Provenzano and 560 Sec. Treas. Josephine Provenzano September, to further their racketeering activity.

Current members of the 560 Executive Board would be barred from any involvement in the local's affairs until a new election can be held. They could be permanently barred if the government proves they are part of the "Provenzano Group," which now consists only of RICO-convicted felons.

The defendants have been ordered to appear in Federal District Court on

March 22 to "show cause" as to why they should not be barred from further union activities.

The court-appointed trustees would conduct a thorough accounting of the assets of the union and report back to the courts. The trustees would also have the power to remove and appoint local business agents and pension fund trustees.

TDU National Organizer Ken Paff said, "We don't like to see the government getting involved in the internal affairs of our union, but the Provenzanos brought it on themselves. And the International Union hasn't done a thing about organized crime."

Frank Greco, TDU member in N.J. Local 478, pointed out that the pattern of corruption and fear runs so deep in 560 that government action was necessary.

"The rank and file has been frustrated for so long because there is a conditioning process that involves the crooked employers, a do-nothing ATA, and a Labor Department that does nothing," said Greco. "It went so far that people in the local would actually buy tickets to fundraisers for the Provenzanos' defense—nothing more than legalized extortion. No one in his right mind would buy tickets for the defense of someone who was

Business From Behind Bars?

Rudy Tham at Work

After first declaring that he would handle his leadership duties from prison, Local 856 Sec.-Treas. Rudy Tham changed his mind and agreed to take a temporary, unpaid leave of absence from office upon going to jail.

On March 12, Tham began a six-month prison term for his 1980 conviction on 15 counts of embezzling \$2,600 from the Local 856 treasury.

Three days before going to jail, Tham told the San Francisco papers, "I am not leaving office. No one is going to replace me."

He cited provisions of the Landrum-Griffin Act which permit union officials to retain office while their convictions are on appeal. Tham has petitioned the Supreme Court for review of his case.

Tham, who has been drawing a salary of over \$100,000 a year for his posts as 856 secretary-treasurer, Joint Council 7 President, and General Organizer, claimed that union business follows regular patterns and said he'd be able to stay on top of it even in jail.

But two days later, without giving any reason, Tham apparently changed his mind and agreed to the unpaid leave of absence. One San Francisco paper speculated that the reason might have been "belated recognition" of a federal rule prohibiting inmates from conducting business from prison.

Still, it's nice to know that Rudy has so much confidence in his abilities that he thinks he can continue his great work from jail.

threatening the union and the society as a whole."

Greco added, "The Williams and the Pressers and the Provenzanos say the government should stay out of the union. But when the rank and file asks for an Ethics Committee so we can police ourselves, as TDU did at the 1981 Convention, they rejected it. These guys can't have it both ways."

Steering Committee Meets

The TDU International Steering Committee passed a motion at its February 20 meeting that as a regular feature of *Convoy Dispatch*, we will "present opposing sides of various issues which confront TDU (and other Teamsters) locally and nationally."

"We invite different views on important issues before our union, and think that such debate will be healthy for the rank and file," TDU organizer Ken Paff stated. ISC member John Torbet stressed that such debate should be on the major issues such as contracts, democracy in our union, and organizing the unorganized rather than peripheral issues.

Thus if you have a point of view on a major Teamster issue, don't hesitate to write for *Convoy Dispatch*.

The major item on the agenda of the TDU Steering Committee was the give-away freight contract and the likelihood that top IBT officials will try to use it as a 'model', even at highly profitable employers such as UPS, Kroger, Safeway, etc. A major focus of TDU attention in the coming period will be rank and file fights to protect our contracts.

In other matters, the Steering Committee:

- Elected longtime PROD and TDU member Frank Greco to be a financial Trustee of the organization, filling the vacancy left by the death of George Feld.
- Discussed a program to increase membership recruitment, to build up TDU's membership and treasury, to enable us to expand our activities.
- Took a stand that TDU will oppose any anti-labor move by any government administration, including such things as de-regulation, gutting OSHA, and cuts in unemployment compensation.
- Reviewed on-going safety and legal efforts of the TDU Washington Office, after a report from counsel Joe Keffer.

Ft. Wayne Organizes

A new TDU chapter has been organized by Teamsters in Local 414 in Ft. Wayne, Ind.

The main concern of Teamsters in Local 414 is the inadequate representation provided by the current administration, headed by Sec. Treas. Freeman Busche.

Many of those at the organizing meeting on February 27 came from the Food Marketing Corporation, where

the company has imposed a bone-crushing set of production standards and 414 has done little to help the employees.

Seven members volunteered to serve on the Chapter Steering Committee. They agreed that their first priority would be to establish a distribution network for getting *Convoy-Dispatch* into the many workplaces in Fort Wayne.

Can Our Officials Read?

Harry Armstrong, the newly appointed principal officer of Saginaw Local 486, says the new freight contract is a good one.

TDU Organizer Ken Paff challenged Armstrong on this point on February 27 in the presence of a number of Teamsters, pointing to the 37-month wage freeze. Armstrong replied that the union could re-open at any time.

Paff then pointed out that the re-opener clause is a fraud because the employer has to agree to re-open, and

they can say no. Armstrong insisted: "The union can re-open it any time it wants, without employer consent."

Is that the problem? Our officials can't read? Article 27 of the new contract states, "The provisions (for re-opening) of this Article may, by mutual agreement, be invoked subsequent to April 1, 1984, if the parties agree..." The union can re-open the contract if the employers "mutually agree." Don't hold your breath, Harry.

Carhaulers Ready as Contract Talks Move into Final Stages

Negotiations for the new national carhaul contract are entering the final stage. The union and the companies have exchanged their official "shopping lists" of proposals. As usual, most of these proposals were quickly discarded. No one took them seriously.

For example, the union proposals to require covered loading docks and heated mirrors in the Central & Southern Area died a quick death. Likewise, the companies' proposal to eliminate all loading pay.

Other contract changes are still disputed, but no one expects real disagreements at the bargaining table. In fact, a tentative agreement may be reached by April 1, two months before our current contract officially expires.

All the top negotiators—union and company—are agreed on the most important point: Somehow they have to force the monetary terms of the Master Freight Agreement onto carhaulers. Everything else they negotiate is small potatoes.

The freight contract monetary terms amount to the biggest setback to the living standards of trucking workers in the history of the union. With a wage freeze and the diversion of COLA to the benefit funds, this contract will cut

real wages about 25% in three years, assuming 9% inflation.

Freight workers faced the worst layoffs—and the biggest propaganda sales job—in memory. The biggest majority were too disgusted or worn down to even send in a ballot on the contract. Among those who did vote, the contract was approved only by a 3-2 margin.

Those negotiating the carhaul contract would like to do the same thing to us. But it is very doubtful they can pull it off.

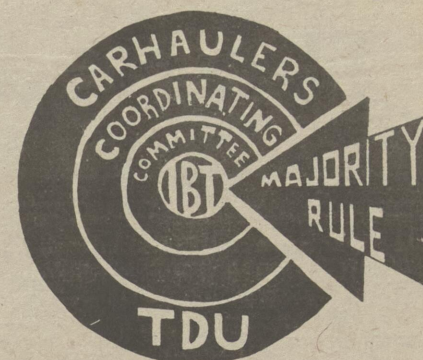
Most carhaulers understand that our

layoffs have nothing to do with our wage levels. Our companies are profitable on the whole, and there are no scabs doing our work. Our layoffs are caused by low car sales and nothing else.

A wage freeze for carhaulers will put no one back to work. It will just put more money in our bosses' pocket.

And carhaulers are generally hard to please. A majority of us voted down the 1976 contract twice. We did it again in 1979. Only the unjust "2/3 No" rule overruled our majority.

We can beat the "2/3 No" rule in



1982, if we are organized. In 1976 freight workers voted for their contract by a 4-1 margin. In 1979, it was 3-1. Last month the freight contract passed only 3-2. If the percentage of carhaulers voting against the contract shifts anything like the way it did in freight, over 2/3 of us will be voting no.

New Seniority Proposal

One union proposal would bring a significant change to the contract:

"Article 5, new subsection 1(5): When a shipper cancels its business relationship with an Employer and transfers all or part of the business to another Employer, all employees of the Employer losing the business shall be employed by the Employer gaining the business with full seniority."

We don't know how serious our negotiators are about this proposal. If we get it, our seniority protection will be substantially strengthened.

Members Denied Input in #224

As the freight contract was being negotiated back in January, one rank and file carhauler stood up at the monthly meeting of Los Angeles Local 224 and asked if meetings could be held for carhaulers and other crafts on their upcoming contracts. The officers promised that such meetings would be held.

By the time the February meeting rolled around, no meeting had been held. Carhaulers asked again if they

could have a meeting concerning their contract.

The officers replied that carhaul representatives would be in Arizona the following week for carhaul negotiations. And still no meeting has been held.

Apparently the officials of Local 224 aren't interested in any input from rank and file carhaulers on the carhaul contract.

McNicholas Steelhaulers Reject Sellout Offers

by Rich Shaginaw
Trustee, Local 800, Pittsburgh

On February 7, a meeting was held in Pittsburgh between McNicholas management, drivers, and Local 800 President Charles Carelli to inform drivers that McNicholas was losing money and wanted their own "white paper" contract. A committee was set to explore some of McNicholas' proposals, with Larry Ellis and Chris Sheldon elected to speak as "negotiators" for the Local 800 drivers.

What most drivers can't understand is how all of a sudden the drivers are allowed to negotiate their own contract. Carelli gave a verbal OK for the drivers to negotiate directly with McNicholas, even though the IBT is the only elected bargaining agent for employees.

The first McNicholas proposal came out on February 17. It called for drivers to be paid for 30.4% of revenue, exclusive of fuel surcharge. This percentage would include holidays, sick days, health and welfare, pension, jury duty, funeral leave, meals, impassable highways and also change hours on down time and layover time. Hourly pay would be frozen at \$9.32 per hour. This proposal is a real joke in the eyes of all but a couple of company drivers system wide.

"Final" Offer Rejected

Then McNicholas came out with its so-called "final" offer. This proposal paid the drivers 24% of revenue, exclusive of fuel surcharge. Drivers would be paid for six holidays at \$75 per holiday and sick days would be

eliminated. Each driver would have to pay \$20.00 per week towards health and welfare contributions.

Vacation pay would be computed by dividing wages by the week's work, less two days vacation pay, with the hourly rate frozen at \$9.32 per hour.

"Unless McNicholas agrees to sign the NMFA, drivers may be legally on strike come April 1."

There were other parts of the proposal that would take even more money from the drivers. This proposal was also turned down system wide.

But that wasn't good enough for the president of McNicholas, Don Constantini. On March 4, he mailed out the same contract to the drivers' homes. The only thing different about the proposal was the elimination of a proposed internal grievance procedure, which is something the union would have never given them anyway.

The general feeling of the drivers was that they were being treated like morons. Why should we have to vote on something again that was already turned down.

The craziest thing of the whole ordeal is that the ballot enclosed had a place for the employees' name and number. Most people, therefore, threw them away and took a stand for no less than National Master Freight Agreement wages, which is no bargain but at least it's nationwide.

The only union to take an official

TDU introduces a new, informative booklet —

The Teamster Rank & File Pension Handbook

Get the facts in clear, easy to understand language on:

- qualifying for vesting
- getting top monthly benefits
- changing Teamster pension plans
- impacts of layoffs or decertification
- and much more

The Pension Handbook costs \$3.00. (\$2.00 apiece for orders of 5 or more)

Please send me _____ copies of the Pension Handbook. I am enclosing a total of \$ _____.

name _____ Local _____

address _____

city _____ state _____ zip _____

Send to: TDU, Box 10128, Detroit, MI 48210

stand was Local 407 in Cleveland where a letter was posted in the Cleveland terminal by Local 407 instructing drivers to disregard any of the McNicholas proposals.

As of March 13, McNicholas had

begun hiring owner-operators and is advertising the sale of some company equipment. Unless McNicholas agrees very soon to sign the NMFA, drivers may be legally on strike come April 1, 1982.

Steel Shorts

Artim

Artim Transportation has also announced that it will be ceasing operations as of March 26th. Both of these companies have large non-union subsidiaries that, you can be sure, will continue operations.

TDU suggests that all Artim and YCC drivers should report to work at the IBT headquarters in Washington, D.C. on April 1. After all, Roy Williams said this new contract would

save jobs, so we think that you ought to demand the job he saved for you.

Youngstown

Youngstown Cartage Company has told local unions that it will be closing all operations for good on March 22. In the past, YCC has been able to convince many drivers to accept relief packages with the promise of saving jobs. There are presently numerous NLRB charges pending against the company for these illegal deals.

The Real Story Behind the Freight Vote

Across the country rank and file Teamsters are very upset about how the recent vote on the freight contract was conducted. Whether or not fraud can be proven legally, the vote was a complete mess, which was compounded by the Teamster Union officials' clear desire to give themselves every possible edge in passing the proposed contract.

Thousands of working members who should have gotten ballots didn't. It is also clear that thousands of people who are not covered by the agreement did receive ballots. Since the ballots went out and the count was announced, over 100 Teamsters have called the TDU office asking us to take legal action or what could be done.

Because the procedures for sending out and counting ballots were shrouded in secrecy, a clear picture of all the foul-ups is hard to piece together. Here is the story as we know it today.

Who Got Ballots

The first sign of worse than usual behavior on the vote by the International came in a Titan message mailed to all locals last December 3. Roy Williams' message told all locals that ex-members on withdrawal would be mailed ballots. These ex-members are not allowed to vote on any other measure in our Union, but suddenly Williams decided to send them ballots.

It later became clear that this policy would hold for more than laid off members in the freight industry. Dave Robbins of Boston Local 25 was the first to call and report receiving a ballot, even though he has never been on a freight seniority list and in fact works for a petroleum company. As more calls came in, it was clear that casuals in many areas were sent ballots. No one will ever know how many firemen who have worked occasionally on a freight dock voted on our contract.

There was yet another large group of folks who ended up with ballots. For example, we received calls from places like Toledo Roadway where office workers received ballots. (Office workers in the Central Conference are not covered by the Master Freight Agree-

ment except in Michigan. Maybe that's why a retired office worker at ATL in Detroit got two ballots.)

Before the ballots were sent out, TDU also learned they would be sent to thousands of Teamster members employed by companies which had pulled out of the bargaining. TDU members and attorneys threatened on February 5 to sue to stop this additional dilution of the balloting. Williams assistant Walter Shea wrote back the next day that the union had

acceptance for these votes has been received to date.

The Count

On February 25 the ballots were picked up at the Post Office and taken to the Holiday Tyler Printing Co in Rockville, Maryland and counted on the next two days. Teamster officials announced the vote as 82,571 yes and 51,620 no.

Prior to this time, Pete Camarata of Local 299 who was the only challenger

information through the Department of Labor. But this time they weren't involved and little information has been given out.

This Can't Be Legal, Can It?

This is the question many Teamsters have called to ask the TDU. Why can't we do something to enforce a legal right to vote fairly on our own contract?

TDU has worked on a daily basis on this issue for two months, consulting with the best union democracy attorneys.

One fact is that the members have no right guaranteed by any law to vote on our contracts. No law spells out requirements for fairness. We do have such legal rights on union elections, but not on our contract votes. Our right to vote comes from the Union Constitution. And the federal courts have given wide latitude to the union hierarchy to "interpret" the union constitution.

TDU has fought this issue for the entire six years of our existence, and will continue to fight for this and other rights of the members. In 1976 we sued the IBT over the right to vote on our separate supplements, but the judge ruled against us on the grounds that we have to change the IBT Constitution.

To overturn this contract vote legally would require a showing of massive vote irregularity or fraud—with hard evidence. TDU simply does not have the resources required to conduct the huge national investigation and the years-long court battle that would require.

Naturally, we will continue to investigate, and if you have information that would be useful, send it to TDU. We need it to have any chance of acting—on this contract or before the next contract vote.

And the bottom line is this—there is no magic legal solution. The real solution is more and more concerned Teamsters turning that concern into positive action, by joining TDU and by fighting for reform in their local unions. The more support we have, the more we can do to win a fair vote on all contracts for all Teamsters. That is our goal, and we will not stop until we've won it. How about joining us? Your future really is at stake.

ROY WILLIAMS
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
25 LOUISIANA AVE. NORTHWEST
WASHINGTON DC 20001
DEAR BROTHER,

I'M EMPLOYED AT TRANSCON LINES BUT RECEIVED NO BALLOT FOR THE
MASTER FREIGHT AGREEMENT. I INFORMED MY LOCAL 407 ON 2-17-82 AND THEY
IN TURN INFORMED THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

PLEASE CONSIDER THIS COMMUNICATION TO BE MY "NO" VOTE.

PLEASE INFORM ME IF MY "NO" VOTE HAS BEEN ACCEPTED AND WHY I DID NOT
RECEIVE A BALLOT.

FRATEERNALLY,
GAROLD LAZAROWSKI, 298407512

Local 407 member Gary Lazarowski sent Convoy-Dispatch a copy of this telegram, and noted: "By directly depriving fellow Teamsters and myself of our democratic rights, the lines are continuously being drawn between democracy and totalitarian rule by some Teamster officials."

assurances from many companies who had pulled out of bargaining that they intended, in fact, to sign the contract.

Who Didn't Get Ballots

Of course, thousands of people who have worked in the freight industry for years did not get ballots or got them too late to vote. One member in Los Angeles received a ballot from Washington which had been sent and postmarked February 23—two days before the deadline for getting the ballots back in. Reportedly, over 400 members of Local 357 complained to their local of not getting a ballot. Whole barns were left out. LA Local 208 also had many complaints.

The IBT officials were in such a rush to run this contract by, they did not allow enough time to people who did not receive ballots to request a duplicate to be sent to them and still have enough time to mail it in.

Some members even resorted to sending telegrams to exercise their right to vote. No verification of

to Roy Williams in Las Vegas and Doug Allan, an officer of LA Local 208 who nominated Camarata, requested to act as observers at the counting. This request was denied.

Also, in 1976 and 1979, the IBT signed a contract with the U.S. Department of Labor to oversee the count. Not this time.

The only observer except for the IBT hierarchy was Carl Rolnick, a former employee of the Department of Labor who is now retired and lives in Florida. In an interview with Convoy-Dispatch, Mr. Rolnick stated that he carefully watched the ballot counting (of over 134,000 ballots), but had nothing to do with the process before the ballots were picked up at the post office.

The count was done in a computerized fashion. Despite the fame of computers for spewing out numbers, they've been very skimpy about this count. For example, how many ballots were mailed out? A simple question? Well, one negotiating committee member told us "about 242,000" while the IBT claims 300,000 went out. How does the vote break down by local? In 1976, when the IBT released no numbers, TDU was able to get some

Does Peick Mean It?

Tough Talk in Chicago

The National Master Freight Agreement is settled, but there's still no word on when the Chicago freight contracts will be signed. In fact, no one really knows what stage talks are at.

One thing is clear, though: Local 705 Sec.-Treas. Louis Peick is talking a very tough game.

According to TDU members present at Local 705's regular monthly meeting on February 18, Peick promised the 300 members present that the Chicago contracts will contain no major changes in the current work rules.

Peick went on: "I told the company they could shove their proposals up their a--. This contract won't cost us a penny. We won't give up anything."

Peick also said he had assurances from Roy Williams himself that Chicago Teamsters won't have to accept

road driver pick-up and delivery in the city, as in the national contract.

Pretty tough stuff, huh? Well, for the sake of all Chicago Teamsters, we sure hope Brother Peick means what he says. As in 1970, a superior contract in Chicago could have serious ramifications for how the contract is viewed throughout the rest of the country.

There was one thing that did make one wonder, however. One of Peick's supporters moved that Peick be given power of attorney to sign the contract without membership ratification. It was voted down solidly. If Brother Peick intends to negotiate such a strong contract, why would he have any hesitation in submitting it to the membership for a vote?

Convoy-Dispatch will keep you posted on further developments in Chicago.

Find That Lucky Teamster!

"It is an agreement that will preserve jobs, help regain thousands of jobs lost through layoffs and business failures in the trucking industry, and allow our members to afford a quality of life they are entitled to."

—Roy Williams, in the February, 1982 International Teamster

Here's your chance to win: Convoy-Dispatch's "Find That Lucky Teamster" contest! Our union president claims that the new freight contract will put thousands of Teamsters back to work. We are looking to find just one (1) lucky Teamster put back to work by this give-away contract.

If you know of one lucky Teamster put back to work because of the contract giveaways, send us his or her name and if possible their picture. C'mon, brothers and sisters—you can do it. Let's go find that lucky Teamster. All Teamsters, including International Officers, are eligible to join the search.

See next issue for results.